



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Amend the Ground Lease Agreement with the Lodi Boys and Girls Club Dated December 15, 1993 to Include the Lease of an Additional 112' by 52' Parcel of Land Located at Blakely Park, 1050 S. Stockton Street

MEETING DATE: October 3, 2001

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the City Manager to amend the ground lease agreement with the Lodi Boys and Girls Club dated December 15, 1993 to include the lease of an additional 112' by 52' parcel of land located at Blakely Park, 1050 S. Stockton Street.

BACKGROUND INFORMATION: The Lodi Boys and Girls Club is seeking an amendment to the ground lease agreement as mentioned above to include an additional 112' by 52' section of land located north of the existing Club building in Blakely Park.

The Club intends to construct a multi-use concrete pad for the purpose of Club recreational activities such as basketball, skateboarding, incline skating, and roller blading. All equipment placed on the pad will be of a portable nature and will be stored during evening hours. The Club will be responsible for maintenance of the property and shall make all reasonable efforts to keep the property free of graffiti.

FUNDING: None.

Roger Baltz
Parks and Recreation Director

RB:svb

Attachments

cc: City Attorney

APPROVED: _____

H. Dixon Flynn -- City Manager

09/24/01

ADDENDUM TO AGREEMENT

WITNESSETH:

WHEREAS, the parties hereto are the City of Lodi, a municipal corporation ("City") and the Lodi Boys' and Girls' Club, a non profit corporation ("Club"), who are signatories to the agreement dated December 15, 1993, granting Club a ground lease; and

WHEREAS, the parties hereto are now desirous of expanding the agreement to include additional property approximately 112 ft. long and 52 ft. wide (5,824 sq. ft.);

NOW, THEREFORE, IT IS AGREED by and between the parties hereto this ____ day of _____, 2001 as follows:

1. ORIGINAL AGREEMENT INCORPORATED BY REFERENCE.

The original agreement entered into between the parties hereto is incorporated by reference and adopted as if fully set forth in this Addendum. All terms of the original agreement shall remain in full force except as provided herein. The original agreement is attached as exhibit A.

2. TERM.

This addendum shall become effective October 3, 2001 and extend for a period concurrent with the original ground lease agreement attached as exhibit A.

3. USES ALLOWED.

It is understood that Club intends to construct concrete pad on the property contemplated under this addendum. Portable equipment is intended to be placed on property for purposes of recreational activity such as basketball, skateboarding, inline skating, and roller blading for members of the Club. All equipment will be portable and stored during evening hours.

Any slab construction or alterations to property must be reviewed and approved by City. Any activities other than those stated in this addendum must be approved by City.

4. PREMISES.

The property contemplated under this Addendum consists of a rectangular shaped area approximately 112 (one hundred and twelve) feet long and 52 (fifty two) feet wide of 5,824 (five thousand, eight hundred and twenty four) square feet (more or less) located north of the existing Club building in Blakely Park. The location is referenced as exhibit B.

5. CESSATION OF USE BY CLUB.

In the event of failure of Club to construct the concrete pad within one year of execution of this addendum or to utilize property as indicated under item #3 for a period of one month at any time after construction of concrete pad, the City may deem this Agreement null and void within its sole discretion.

6. MAINTENANCE.

Club shall be responsible for maintenance of property contemplated under this addendum. Club agrees that it shall make all reasonable efforts to keep the property free of graffiti.

7. INSURANCE.

Club is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities (4/93 (KE)," attached hereto as Exhibit C and incorporated by reference.

Failure to maintain the insurance called for in this paragraph shall be deemed a material breach of this Agreement.

8. HOLD HARMLESS.

City and Club hereby agree to save, defend, and hold harmless the other for any suit or cause of action arising exclusively from the negligence or alleged negligence of the indemnifying party, its agents, officers and employees, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI,
A municipal corporation

LODI BOYS' AND GIRLS' CLUB,
a non-profit corporation

H. Dixon Flynn
City Manager

Richard Jones
President

ATTEST:

Susan Blackston
City Clerk

Approved as to form:

Randall A. Hays
City Attorney

GROUND LEASE .

(BOYS AND GIRLS CLUB OF LODI)

=====

THIS LEASE AGREEMENT, entered into this 15th day of December, 1993, by and between the CITY OF LODI, a municipal corporation ("City"), and the Boys and Girls Club of Lodi ("Club") shall be as follows:

WHEREAS, the premises demised hereunder are presently the subject of an "Option to Lease" between the parties dated March 2, 1988 and expiring December 31, 1995; and

WHEREAS, the purpose of this agreement is to allow the construction and operation of a recreational facility by Club on land owned by the City; and

WHEREAS, the proposed relationship and arrangement described herein are in the best interests of the City, Club and the young people of Lodi by combining the efforts of both local government and the private sector; and

WHEREAS, Club's construction of this facility on City land will provide long term tangible benefits to the youth of Lodi by assuring them of a place to learn, grow, and enjoy an organized recreation program;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. DEMISED PREMISES.

The premises demised hereunder shall constitute approximately twenty-nine thousand (29,000) square feet (more or less) located in the southeast corner of City property commonly known as Blakely Park, more particularly described in the diagram attached hereto and incorporated by reference as if fully set forth.

2. USES ALLOWED.

Club agrees that it will use the Community Center constructed under the provisions of this Lease for the youth of Lodi, to conduct day care programs, and events of general interest to the community at large.

3. TERM.

The term of this agreement shall be for a period of fifty five (55) years commencing January 1, 1994 and ending December 31, 2049, pursuant to the provisions of Government Code Section 37380.

4. RENT.

Rent for the demised premises shall be one dollar (\$1.00) per year for the entire term of this lease, payable in one lump sum on the first day of January, 1994.

5. RELOCATION OF EXISTING FACILITIES.

Club agrees to carry out or reimburse the City for carrying out the relocation of any existing improvements, facilities, landscaping, etc. presently in Blakely Park which may be made necessary by the construction of the premises described above.

A landscape plan (Exhibit "B") is attached hereto and shall be deemed a condition of this Lease. Club further agrees to replace any trees necessarily removed during the remodeling or construction of the clubhouse.

6. OWNERSHIP OF IMPROVEMENTS UPON TERMINATION OR EXPIRATION OF LEASE.

It is agreed between the parties that upon the expiration or termination of this Lease, the parties shall in good faith attempt to renegotiate an agreement to continue similar uses to those specified in Paragraph 2 above. If mutual agreement is not possible, following a reasonable attempt to reach agreement, the City agrees it shall endeavor to use the building for purposes similar to its original purpose. However, upon surrender, termination or expiration of this Lease, ownership of the building and all improvements shall vest in the City.

7. USE OF FACILITIES BY CITY.

The first priority for all uses of the facility built on the demised premises shall be for the operation of the Club's own programs; the City may use the facility at such reasonable times when no other activities are scheduled by Club, and City shall pay to Club a fee intended to be minimal, and covering only necessary costs of operation and maintenance as determined by Club. The parties shall negotiate a reciprocal use agreement for charges and costs for use of each other's recreational facilities on the basis of such minimal cost of operation and maintenance.

8. ABANDONMENT/CESSATION OF USE BY CLUB.

Prior to commencement of construction (Phase 1), Club shall provide proof to City's satisfaction that it presently has finances to complete the building shell, which shall be completed within twelve (12) months following groundbreaking, now scheduled for December 2, 1993. Thereafter, (Phase 2), the interior finish and equipping of the facility shall be completed within twenty-four (24) months after groundbreaking.

Failure of Club to complete construction within these time limits shall be deemed a material breach of this Lease.

Following the initial twenty-four (24) month construction period, any cessation of use by Club for a continuous period of three hundred-sixty (360) days or more shall allow City, within its discretion, to operate the facility. The parties hereto may mutually agree at any time that the City may assume operation of the facilities.

In the event of the City's declaration of abandonment or cessation of use, Club can cure such default and resume operations by demonstrating that it has on hand the projected operating cost for a twelve (12) month period. In the event of cessation or abandonment of operations under this Lease for a period of twenty-four (24) months, the City may deem the Lease null and void within its sole discretion.

9. MAINTENANCE OF FACILITIES.

Club shall be responsible for all utilities and the interior and exterior maintenance of the building erected hereunder. City shall be responsible for the maintenance and upkeep of the balance of Blakely Park exclusive of landscaping installed by Club in conjunction with construction of the building, interior walkways, parking lot and Club playground. After notice by City to Club and a reasonable response time, City shall have the right to enter onto the premises for the purpose of performing any necessary maintenance for the preservation of the health or safety of Park users or the public, should Club fail or refuse to do so. Club agrees that it shall make all reasonable efforts to keep the facility free of graffiti.

10. INSURANCE.

Lessee is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease or Use of City of Lodi Facilities (4/93 (KE)," attached hereto as Exhibit "A" and incorporated herein by reference.

Failure to maintain the insurance called for in this paragraph shall be deemed a material breach of this Lease.

11. HOLD HARMLESS.

City and Club hereby agree to save, defend and hold harmless the other for any suit or cause of action arising exclusively from the negligence or alleged negligence of the indemnifying party, its agents, officers and employees, including reasonable attorneys' fees.

12. TERMINATION/SURRENDER.

Lessee may at any time after completion of construction under this Lease terminate or surrender such Lease with the written consent of City upon six (6) months' written advance notice. Otherwise, Lessee shall not vacate, abandon, terminate nor surrender the premises at any time during the term hereof and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law or otherwise, all personal property belonging to Lessee left upon the premises shall be deemed abandoned at the option of City.

13. NO ENCUMBRANCE BY LESSEE OF REAL PROPERTY.

Lessee shall in no way encumber, mortgage or hypothecate nor pledge as security for any debt all or any portion of the premises demised hereunder nor improvements thereon except with the written consent of City.

14. DESTRUCTION OF PREMISES.

In the event of a partial destruction of the premises during the term of this Lease, from any cause whatsoever, Club shall forthwith repair all damages at its own expense, commencing within sixty (60) days from the date of loss or destruction. In the event that Club does not within sixty (60) days from the date of loss or destruction commence repairs or reconstruction, City may, in writing, deliver to Club a demand that within thirty (30) days of such notice, Club either commence reconstruction or abandon this Lease. In the event Club opts to abandon the Lease, all improvements remaining thereon shall become property of City. This shall in no way be deemed a waiver of any other legal right by either party hereto.

15. NOTICES.

All notices required under this Lease shall be given in writing, by first-class mail with postage prepaid to the following addresses:

City shall be: City Manager

P. O Box 3006

Lodi, CA 95241-1910

Club shall be: Boys' & Girls' Club of Lodi

P. O. Box 244

Lodi, CA 95241

16. ASSIGNMENT OR SUBLETTING.

Club shall not assign this Lease or sublet any portion of the premises erected hereunder without the prior written consent of City, which shall not be unreasonably withheld. Any assignment or subletting without the consent of City shall be void and, at the option of the City, may terminate this Lease.

17. APPROVAL OF CONSTRUCTION PLANS BY CITY PRIOR TO CONSTRUCTION OR REMODEL.

Club shall, prior to the commencement of construction, reconstruction, or substantial remodeling of the premises, submit such plans in advance to the City for approval.

18. ENTIRE AGREEMENT.

This lease constitutes the entire understanding and agreement between the parties hereto. There shall be no modifications without the written consent of both parties. The titles contained in the Lease are provided for convenience only and are not controlling in any interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI,

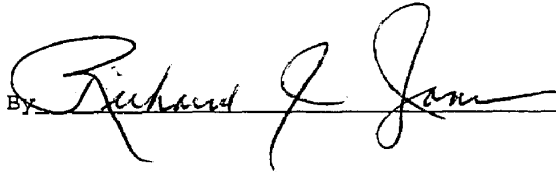
a municipal corporation

BOYS AND GIRLS CLUB OF LODI



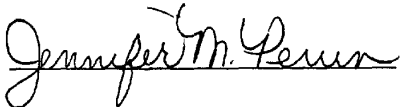
THOMAS A. PETERSON

City Manager

By 


ATTEST:

APPROVED AS TO FORM:



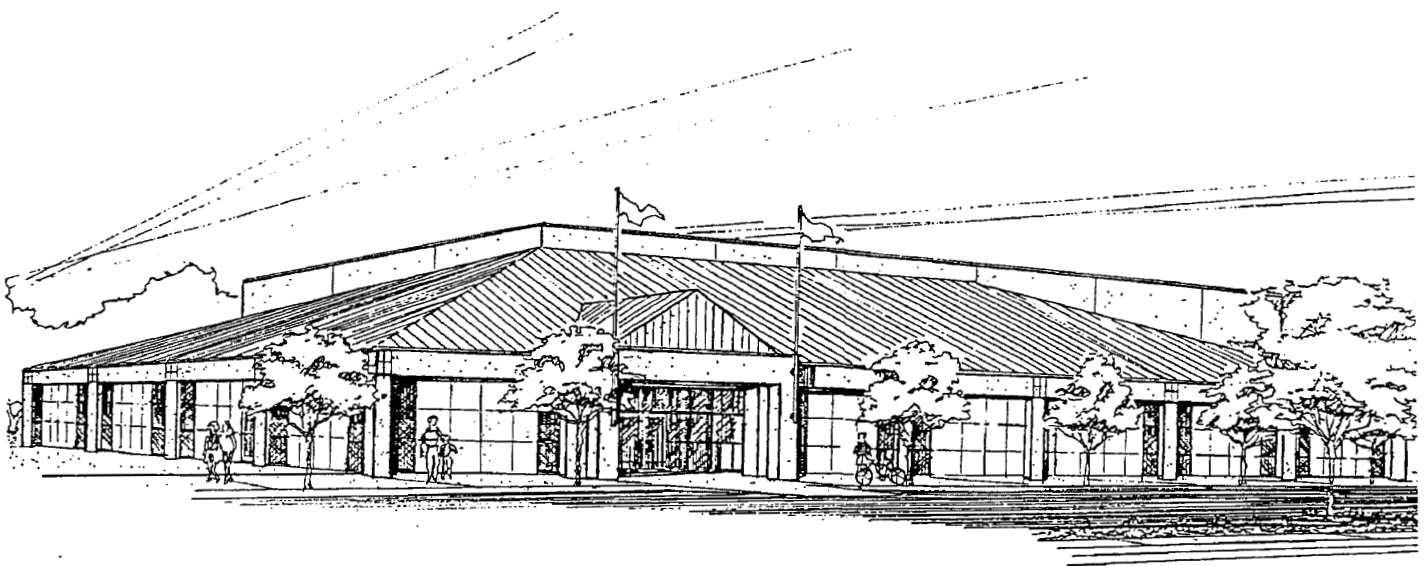
JENNIFER M. PERRIN

City Clerk

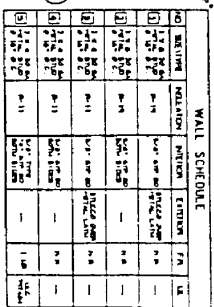



BOBBY W. MCNATT

City Attorney

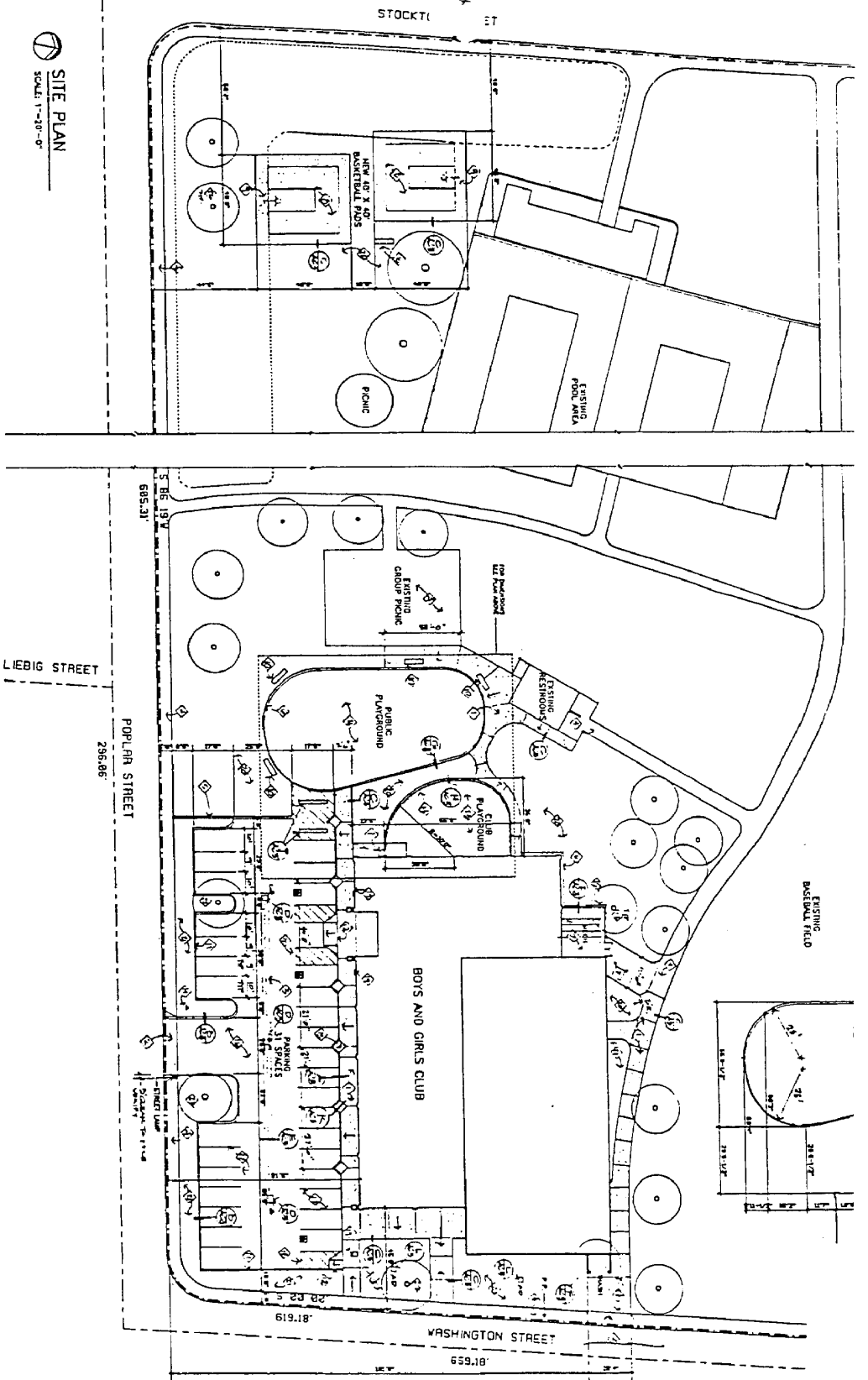


LODI BOYS & GIRLS CLUB
Lodi, California



 **DIMENSION FLOOR PLAN**
SCALE: 1/8" = 1'-0"

11-24-03
0310
12:45



SITE PLAN
SCALE: 1"=20'-0"

IN 11 MINUTES

222

W. 1st Street & 1st

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

207 / 109 2118

AC2

SITE PLAN

BLAKELY PARK
CA

LODI

MULTI-PURPOSE
FACILITY

LODI BOYS
AND GIRLS CLUB

11-24-03

0310

CITY OF LODI

4/93
(KE)RISK TRANSFER REQUIREMENTS
FOR LEASE OR USE OF CITY OF LODI FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance. If hold harmless language is not contained in an agreement between the City and lessee or in an application to use City facilities, then the lessee must complete an "Agreement Assuming Risk of Injury Damage - Waiver and Release of Claims" form. Processing of applications is handled by the department responsible for the facility or equipment.
2. A duplicate or certificate of insurance shall be delivered to the City prior to use of City facilities, as set forth herein.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

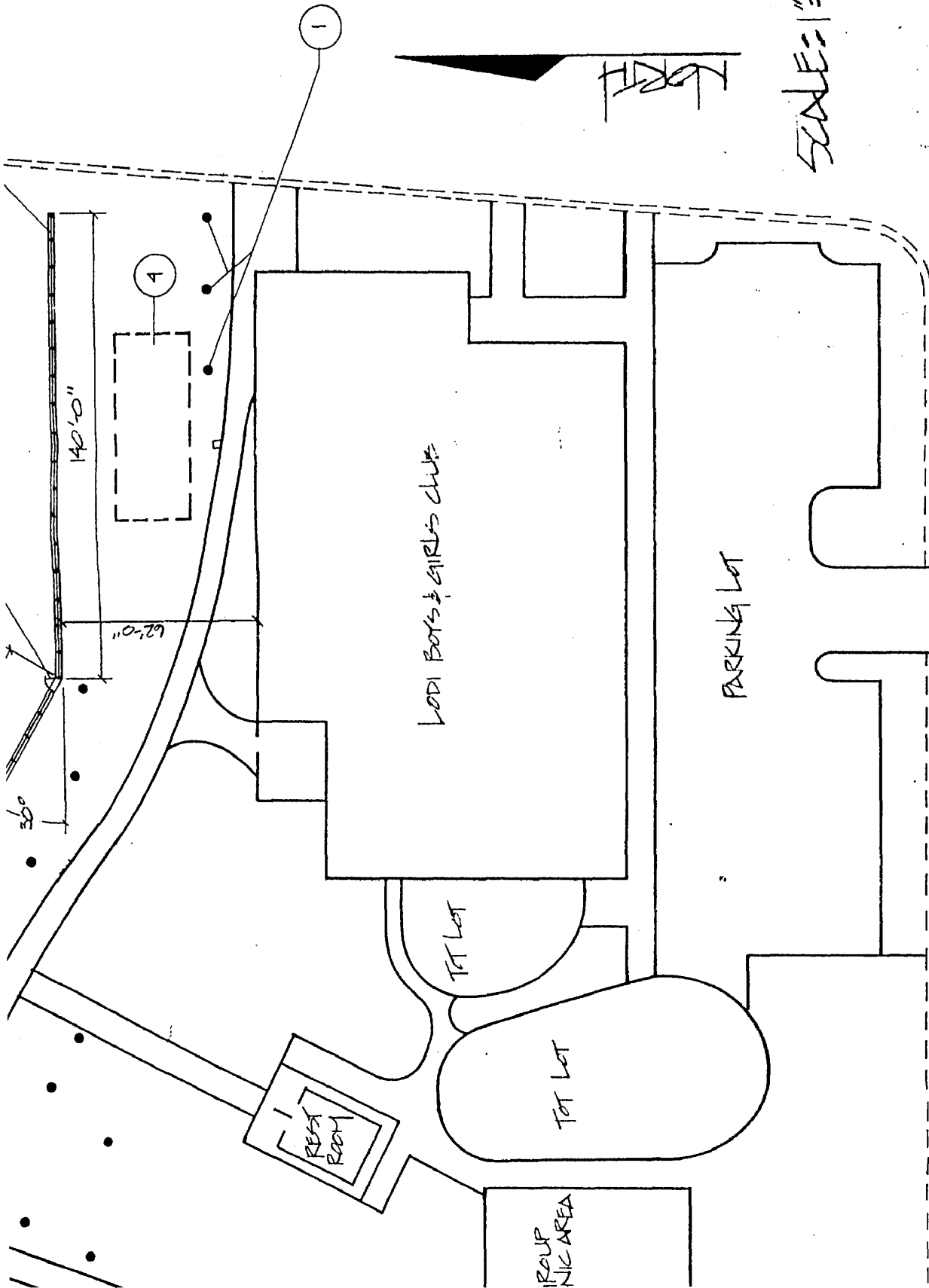
"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location of and a description of the function that it is insuring.
5. If the City has not received the certificate of insurance within seventy two (72) hours prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Risk Transfer Requirements, continued

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the certificate of insurance. (THE CITY OF LODI MUST BE NAMED THE ADDITIONAL INSURED, NOT HUTCHINS STREET SQUARE, PARKS AND RECREATION, OR OTHER INDIVIDUAL OR DEPARTMENT.)
9. The address of the City of Lodi must be shown along with No. 8 above, i.e., Additional Insured, City of Lodi, 221 West Pine Street, Lodi, California 95240.
10. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above, and/or if the City is not named as an additional insured on the certificate of insurance, and/or if the certificate is a "claims made" certificate, not in conformance with the requirements of Paragraph 2 above, the City will not accept the certificate of insurance, and a corrected certificate of insurance must be furnished to the City prior to any use of any City facility.
14. If a correct insurance certificate and "Agreement Assuming Risk of Injury Damage" is not received by the City of Lodi at least 72 hours prior to the use of the City facilities, the City will not allow the City facilities to be used, and any agreement or contract entered into will become null and void.



(NOT TO
SCALE)

SCALE = 1" = 40'

EXHIBIT B

NO.	REVISIONS	DATE	BY	DRAWN	DESIGN	DATE
				S. VIRREY	S. VIRREY	APRIL 1, 1997
					CHECKED	

CITY OF LODI
RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City 30 DAYS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.

RESOLUTION NO. 2001-235

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT TO LODI
BOYS AND GIRLS CLUB GROUND LEASE LOCATED AT
BLAKELY PARK, 1050 S. STOCKTON STREET

=====

WHEREAS, the Lodi Boys and Girls Club wishes to lease an additional 112' x 52' parcel of land located at Blakely Park, 1050 S. Stockton Street; and

WHEREAS, the Lodi Boys and Girls Club intends to construct a multi-use concrete pad for the purpose of recreational activities such as basketball, skateboarding, incline skating, and rollerblading; and

WHEREAS, all equipment placed on the pad will be of a portable nature and will be stored during evening hours; and

WHEREAS, the Lodi Boys and Girls Club will be responsible for maintenance of the property and shall make all reasonable efforts to keep the property free of graffiti.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby authorizes the City Manager to execute Amendment to the Lodi Boys and Girls Club ground lease for lease of an additional parcel of land located at Blakely Park, 1050 S. Stockton Street; and

BE IT FURTHER RESOLVED, that this addendum shall be effective October 3, 2001 and run concurrently with the original ground lease agreement.

Dated: October 3, 2001

=====

I hereby certify that Resolution No. 2001-235 was passed and adopted by the Lodi City Council in a regular meeting held October 3, 2001 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Pennino and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Land

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk